Permit #F00165635

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00165635 **Type of Permit:** FILMING **Release Date:** 10/14/2020

Production Company	OFFSITE FILMS
Insured Company Name	OFF SITE FILMS
Contact Phone No. 1	310-880-6218
Contact Phone No. 2	
Fax	
Address	1102 WESTERLY TERR LOS ANGELES, California 90026
Production Title	AD COUNCIL
Type of Production	Commercial - Standard

Producer	Nic Neary
Director	Andy Hines
1st AD	Julia Zsolnay
Production Manager	Valerie Bush
FilmL.A. Coordinator	Francisco Nunez
Location Manager	Casey Sullivan
Primary Phone	Mobile - 7073670071
Secondary Phone	
Location Assistant	n/a n/a
Primary Phone	Mobile - 000-000-0000
Secondary Phone	

Fees

Posting 600	$138.00
Notification Charge	$173.00
FILMLA NON-REFUNDABLE FILM APPLICATION FEE	$699.00
LA COUNTY FIRE REVIEW	$282.00
SOUTH GATE APPLICATION FEE	$134.00
LA CITY FIRE DEPARTMENT SPOT CHECK SURCHARGE	$85.00
MONTEREY PARK APPLICATION FEE	$63.75
MONTEREY PARK LICENSING FEE	$510.00

Total Permit Fee $2,084.75

Number of Locations 4

NOT A PERMIT

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Summary Information — Location

Permit Number F00165635
Production Company OFFSITE FILMS
Insured Company OFF SITE FILMS
Production Title AD COUNCIL

Location Manager Casey Sullivan
Primary Phone Mobile - 7073670071
Secondary Phone

Location Address 5900 Firestone Blvd, South Gate, CA, 90280

Location Type Factory

Film Dates 10/15/2020 - 10/16/2020 07:00 - 22:00 2 days

Open or Closed to the Public Closed

Generic Conditions *** MUST COMPLY WITH ATTACHED REOPENING PROTOCOL FOR MUSIC, TELEVISION AND FILM PRODUCTION: APPENDIX J EFFECTIVE AS OF FRIDAY, JUNE 12, 2020.***
THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND THE USE OF DRUGS, INCLUDING MARIJUANA, ON LOCATION BY ANY CAST, CREW, OR INVITED GUESTS IS STRICTLY PROHIBITED.
*Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
*LA CITY AND/OR LA COUNTY FIRE CHECKLIST ATTACHED TO FINAL PERMIT. THE PERMITTEE IS RESPONSIBLE FOR COMPLETING CHECKLIST PRIOR TO FILMING ACTIVITY AT THIS LOCATION. NON COMPLIANCE MAY RESULT IN ASSIGNMENT OF A FIRE OFFICER.
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping and setting up in residential areas before 7am or after 10pm without prior approval
No stopping or setting up in front of merchants or residents without prior approval

Please see attached document Offsite Films Casey Sullivan 10.14.2020.pdf

Equipment on Location

Type	Quantity
5 or 10 ton trucks	3
Cast/Crew vehicles	35
Catering Truck	1
Cube Trucks	3
Generator	1
Portable restrooms	1
Vans	3

Personnel on Location

Type	Quantity
Cast	5
Crew	35
LA County Field Inspection	1

Filming Activities Equipment on property; Interior and exterior dialogue; All on property; COVID COMPLIANCE: Kalin Tomlinson, 909-557-8989;

Jurisdiction **Political:** South Gate **Police:** South Gate Police Department **Fire:** Los Angeles County Fire Department

Thomas Guide **Page:** 705 **Grid:** G4

Approvals CITY OF SOUTH GATE Giselle Mares

NOT A PERMIT

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Summary Information

Location

Permit Number F00165635
Production Company OFFSITE FILMS
Insured Company OFF SITE FILMS
Production Title AD COUNCIL

Location Manager Casey Sullivan
Primary Phone Mobile - 7073670071
Secondary Phone

LOS ANGELES COUNTY PUBLIC WORKS - FINAL APPROVERS — Tenasha Bennett

Coordinator Note LA CO FIRE # 20 1412 57, FIELD INSPECTION REQUIRED

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

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Summary Information — Location

Permit Number F00165635
Production Company OFFSITE FILMS
Insured Company OFF SITE FILMS
Production Title AD COUNCIL

Location Manager Casey Sullivan
Primary Phone Mobile - 7073670071
Secondary Phone

Location Address 1301 Avenida Cesar Chavez, Monterey Park, CA, 91754

Location Name EAST LOS ANGELES COLLEGE

Location Type College/University

Film Dates 10/15/2020 - 10/16/2020 07:00 - 22:00 2 days

Open or Closed to the Public Closed

Generic Conditions *** MUST COMPLY WITH ATTACHED REOPENING PROTOCOL FOR MUSIC, TELEVISION AND FILM PRODUCTION: APPENDIX J EFFECTIVE AS OF FRIDAY, JUNE 12, 2020.***
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*Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping and setting up in residential areas before 7am or after 10pm without prior approval
No stopping or setting up in front of merchants or residents without prior approval

Please see attached document FILMING PERMIT CONTRACT 15801 OFFSITE FILMS.pdf

Equipment on Location

Type	Quantity
5 or 10 ton trucks	3
Cast/Crew vehicles	35
Catering Truck	1
Cube Trucks	3
Generator	1
Portable restrooms	1
Vans	3

Personnel on Location

Type	Quantity
Cast	5
Crew	35

Filming Activities Equipment on property; Interior and exterior dialogue; All on property - filming in 4th Floor hallways Ernest Moreno building.; Covid officer Kalin Tomlinson, 909-557-8989;

Jurisdiction **Political:** Monterey Park **Police:** Los Angeles County Sheriff **Fire:** Monterey Park Fire Department

Thomas Guide **Page:** 635 **Grid:** J5

Approvals

MONTEREY PARK CITY MANAGER OFFICE	Inez Alvarez
MONTEREY PARK FIRE DEPARTMENT	Mark Khail
MONTEREY PARK HUMAN RESOURCES & RISK MANAGEMENT	Hank Lu

NOT A PERMIT

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Summary Information

Location

Permit Number F00165635
Production Company OFFSITE FILMS
Insured Company OFF SITE FILMS
Production Title AD COUNCIL

Location Manager Casey Sullivan
Primary Phone Mobile - 7073670071
Secondary Phone

MONTEREY PARK POLICE DEPARTMENT	David Castellano
MONTEREY PARK PUBLIC WORKS DEPARTMENT	Jose Larios
MONTEREY PARK RECREATION & COMMUNITY SERVICES DEPARTMENT	Robert Aguirre

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

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Summary Information — Location

Permit Number F00165635
Production Company OFFSITE FILMS
Insured Company OFF SITE FILMS
Production Title AD COUNCIL

Location Manager Casey Sullivan
Primary Phone Mobile - 7073670071
Secondary Phone

Location Address Beverwill Dr, Hillsboro Ave, Cadillac Ave, Robertson Bl, National Bl (INCLUSIVE, EXCLUDES SPECIAL CONDITION AREAS, SCHOOLS, PARKS, STATE ROADS, FREEWAYS), Los Angeles, CA, 90034

Location Type Grid

Film Dates 10/15/2020 - 10/16/2020 07:00 - 22:00 2 days

Open or Closed to the Public Open

Generic Conditions
*** MUST COMPLY WITH ATTACHED REOPENING PROTOCOL FOR MUSIC, TELEVISION AND FILM PRODUCTION: APPENDIX J EFFECTIVE AS OF FRIDAY, JUNE 12, 2020.***
THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND THE USE OF DRUGS, INCLUDING MARIJUANA, ON LOCATION BY ANY CAST, CREW, OR INVITED GUESTS IS STRICTLY PROHIBITED.
*Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
All vehicles must be parked on private property
GRID: Companies may briefly set-up on a sidewalk to film a vehicle in motion. However, no stopping and setting up without the prior approval of all affected business/residence owners.
GRID: Filming activity may not exceed a two hour time frame in any location.
GRID: It is the responsibility of the permittee to be aware of Special Condition areas, which are excluded from this grid location. A complete list of Special Condition areas can be found at www.Filmla.com
GRID: Max of 5 equipment vehicles allowed, must be smaller than a 3 ton cube truck or a stake bed.
GRID: May not interfere with filming activities of production companies in possession of location-specific permits, previously scheduled special events, or existing construction projects.
GRID: Re-setting/ Adjustment of equipment while using Process trailers, Tow Dolly, Insert cars, Camera cars, Russian arm and the like, is required to be done on a basecamp lot.
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping and setting up in residential areas before 7am or after 10pm without prior approval
No stopping or setting up in front of merchants or residents without prior approval

Equipment on Location

Type	Quantity
Vans	3

Personnel on Location

Type	Quantity
Cast	2
Crew	13

Filming Activities Camera on sticks; Exterior Dialogue; Exterior establishing shots; Handheld equipment; Covid officer Kalin Tomlinson, 909-557-8989;

Jurisdiction **Political:** Los Angeles City - Council District 05 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Approvals LOS ANGELES CITY POLICE DEPARTMENT Gabriel Aleman

Coordinator Note Covid officer Kalin Tomlinson, 909-557-8989

Parking
Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

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www.filmla.com

Summary Information — Location

Permit Number F00165635
Production Company OFFSITE FILMS
Insured Company OFF SITE FILMS
Production Title AD COUNCIL

Location Manager Casey Sullivan
Primary Phone Mobile - 7073670071
Secondary Phone

Location Address 2400 Guthrie Ct, Los Angeles, CA, 90034

Location Type Private Residence

Film Dates 10/16/2020 - 10/16/2020 07:00 - 22:00 1 day

Open or Closed to the Public Closed

Generic Conditions *** MUST COMPLY WITH ATTACHED REOPENING PROTOCOL FOR MUSIC, TELEVISION AND FILM PRODUCTION: APPENDIX J EFFECTIVE AS OF FRIDAY, JUNE 12, 2020.***
THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND THE USE OF DRUGS, INCLUDING MARIJUANA, ON LOCATION BY ANY CAST, CREW, OR INVITED GUESTS IS STRICTLY PROHIBITED.
Equipment staging and vehicles may park on one side of the street only.
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with vehicular or pedestrian traffic

Equipment on Location

Type	Quantity
5 or 10 ton trucks	3
Cast/Crew vehicles	35
Catering Truck	1
Cube Trucks	3
Generator	1
Portable restrooms	1
Vans	3

Personnel on Location

Type	Quantity
Cast	5
Crew	35

Filming Activities Exterior Dialogue; Exterior establishing shots; Covid officer Kalin Tomlinson, 909-557-8989;

Jurisdiction **Political:** Los Angeles City - Council District 05 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Thomas Guide **Page:** 632 **Grid:** G5

Approvals LOS ANGELES CITY POLICE DEPARTMENT Gabriel Aleman

Coordinator Note Covid officer Kalin Tomlinson, 909-557-8989

Parking
Base Camp Location Type : Filming Location
Crew Parking Location Type : Other Location 1102 Westerly Terrace, Los Angeles, CA, 90026

Posting "No Parking" signs E/S GUTHRIE CT, GUTHRIE DR - SOUTH 150'
S/S GUTHRIE DR, GUTHRIE CT - EAST 100' & SOUTH 100'

Approximate Footage 301 - 600 **Log Number** 289567

Date(s) 10/16/2020 to 10/16/2020 **Time(s)** 07:00 to 22:00

NOT A PERMIT

Permit #F00165635

APPOINTMENT OF PACIFIC PRODUCTION SERVICES, INC. AS AUTHORIZED AGENT AND REPRESENTATIVE

I certify that I am a representative of_____(Principal) and am authorized to enter into binding contractual agreements on Principal's behalf provided Principal has pre-approved such agreements. I further certify that I am authorized by Principal to appoint other representatives and agents for Principal and to give such representatives and agents authority to enter into and bind Principal to agreements relating to the issuance and compliance with location film (e.g. theatrical, television, commercial, and other motion picture filming) and still photographic permits, including the permits themselves and any riders to such permits. Acting on the behalf of Principal in my capacity as its authorized representative, I appoint **Pacific Production Services, Inc.** and its employees and agents as Principal's authorized representatives and agents to apply for and receive location film (e.g. theatrical, television, commercial, and other motion picture filming) and still photographic permits on behalf of Principal through FilmLA for any city, county or other jurisdiction that FilmLA contracts with, in accordance with Principal's instructions, to negotiate, discuss, accept, modify, agree to bind the Principal to the terms and conditions of such permits (including any restrictions and/or community guidelines applicable to any such permit) and to execute such permits on behalf of Principal. Principal understands, acknowledges and agrees that it (and/or it's insurer) remains responsible and liable for any and all obligations imposed by or incidental to any permit or rider issued to Principal signed by an employee or agent of (including any coordinator, runner or messenger used by) **Pacific Production Services, Inc.** Principal further agrees to comply with the terms and conditions of any such permits and hereby appoints **Pacific Production Services, Inc.** as an authorized representative to facilitate compliance with such terms and conditions following issuance of such permits and to enter into agreements for Principal with respect thereto. Any person, city, agency, entity or organization (including FilmLA and any city, county or other jurisdiction that FilmLA contracts with) may rely on this appointment and not need obtain any further authorization for any act described herein. An original or electronic copy of this appointment shall be sufficient and may be treated as an original for all purposes. The appointment may be revoked by Principal at any time in writing delivered to FilmLA, but in any case shall expire one (1) year from the date of execution set forth below.

I declare under penalty of perjury under the laws of the State of California that I am authorized to appoint **Pacific Production Service, Inc.** as an agent for Principal and based on that authority I hereby appoint **Pacific Production Services, Inc.** as Principal's agent as set forth herein.

DATED 10/14/2020

BY Casey Sullivan

REPRESENTATIVE'S SIGNATURE

OFFSITE FILMS

NAME OF "PRINCIPAL" (PRODUCTION COMPANY)

1102 Westerly Terrace

PRINCIPAL'S STREET ADDRESS

Casey Sullivan

PRINT PRINCIPAL REPRESENTATIVE NAME

Los Angeles, CA 90026

CITY, STATE, ZIP CODE

Location Manager

REPRESENTATIVE TITLE (I.E. UPM, LOC. MGR.)

310-880-6218

PRINCIPAL'S TELEPHONE NUMBER

NOT A PERMIT

Los Angeles Community College District

FILMING PERMIT FOR USE

PART I: BASIC PERMIT INFORMATION

PO# 15801 Circle applicable needs: Filming / Parking / Storage

FILM LA PERMIT NO. (IF APPLICABLE): _____

DATE: 10/15/2020

PERMITEE:
NAME: Offsite Films, Inc

ADDRESS: 1102 Westerly Terrace, LA CA 90026

REPRESENTATIVE(S): Nick Neary

TELEPHONE: 330-858-0323 MOBILE:

FAX:

PRODUCTION TITLE: Ad Council Promo

PRODUCTION TYPE: Commercial Production

PERMITTEE CONTACT: Casey Sullivan

DIRECTOR:

NO. OF CREW: 40 CAST: 10

EXTRAS:

LG. TRUCKS: 3 OTHER TRUCKS: 2
VANS: 3

UTILITIES: 1 GENERATORS: 1 CAMERA CARS: 2

VEHICLES: 35 CAST/CREW CARS: 10

PERMIT TERM: DATES AND TIMES: 10/15/2020 6am-12pm

COLLEGE: NAME: East Los Angeles College

ADDRESS: 1301 Ave. Cesar Chavez, Monterey Park, CA 91754

CONTACT: Ernest Burnett

NOT A PERMIT

VB
PERMITTEE'S INITIALS

LIST DATE(S) AND LOCATIONS OF AREA(S) TO BE USED:

E3 – Ernest Moreno Building 4th Floor Hallways

Parking Structure 3 – for parking and Appendix J zone

(PLEASE ATTACH MAP WITH DESIGNATED AREAS)

LIST ANY SPECIAL CONDITIONS (PYROTECHNICS, AVIATION, AUTOMOBILE RACING, POTENTIALLY DANGEROUS HEALTH OR SAFETY ISSUES):

Production Team will follow County-approved Appendix J

☐ Check here if additional areas have been added on separate sheet(s).

SCHEDULE: Commencing on, but not before 10/15/2020 @ 6am and concluding no later than 10/11/2020 @12pm (Production Time Frame), Permittee may have the use of Premises as is reasonably necessary to perform the Production according to the following schedule:

Prep Day(s): N/A
Hold Day(s): N/A

PERMITTEE'S INITIALS

NOT A PERMIT

Shoot Day(s): 10/11/2020 6am-12pm
Wrap Day(s) N/A

LACCD agrees to make Premises available to Permittee during the hours specified during the Production Time Frame which shall be: 6am-12pm. Permit fees are based on a six (6) hour day. If a day last longer than 6 hours, Permittee will be charged for overtime.

The dates for commencement, Prep, Hold, Shoot and Wrap days may be changed by Permittee due to changes in production schedule or weather conditions; however, ANY CHANGE IN SCHEDULE OR CANCELLATION MAY BE SUBJECT TO ADDITIONAL CHARGES PAYABLE BY PERMITTEE as set forth herein.

4. Prep and Wrap Days. Permittee shall pay $ N/A per day for each prep and/or wrap day(s). A prep and/or wrap day shall be up to 8 hours in duration, from approximately 6AM to 2PM. Should there be a use beyond said 8 hours in the same day, said overage shall be charged at the rate of $ 350.00 per hour or part thereof. Prep days occur before shoot days and are used by the Permittee for the purpose of when the art department and/or layout board crew makes adjustments to the property in preparation for filming. Wrap days occur after shoot days and are used for the purpose of removing Permittee's property; the art department is readjusting and restoring LACCD's property to its original LACCD's condition prior to prep and cleaning and, if necessary, Permittee and/or outside contractors conducting repairs to the Premises. If Permittee needs an additional Wrap Day or portion thereof to restore Premises to its original condition beyond the last date stated in the schedule, then the fee stated above in this Part II shall apply. Permittee will issue another check for the required amount, including any additional site rep fees.

5. Hold Days. The Permittee shall pay $ n/a and that no one from the Production enters the Premises. In the event any personnel/crew member requires access to the Premises at any time during a designated hold day, the hold day shall become a Prep Day, Shoot Day or Wrap day as described above and shall be charged as stated above. A weather day shall mean a day that work is suspended due to adverse weather conditions and shall be charged at the rate set forth in Part II whichever rate that should apply to that date unless notification is made no later than 8PM the day before.

6. Shoot Days. Permittee agrees to pay in advance of such initial use: the agreed sum of $ 5,000.00 for each shooting day or part thereof on which Permittee makes use of Premises. A shooting day shall be up to 6 hours duration, from 6AM to 12PM (actual start time 6 AM). In the event that a shooting day lasts longer than 6 hours, then the following additional sums shall be paid by Permittee for the overage: for going past 6 hours, $700.00 per hour or part thereof. In addition to paying for any use of Premises on Shoot Days, Permittee shall pay any fine or citation issued by the City or other regulatory authority with respect to use of the property past the hour allowed by the City or other authority for such use. Nothing herein limits Permittee's responsibility for other fees, fines, citations, or damages incurred as a result of the Production. Permittee will provide start time for the following day prior to the wrap of the current shoot day.

7. Site Oversight. (a) Site Rep. Permittee agrees to pay for a site representative from ELAC the sum of $50.00 Pr. Hr. for each work day based on 8 hours per day or portion thereof. Should there be a use beyond said 8 hours; said overage shall be charged at $50.00 per hour or part thereof after 8 hours. If a day lasts longer than 12 hours the Site Rep Fee shall be increased at the overtime rate of $75.00 per hour for any hour or part thereof past 12 hours that the Shoot Day

vb
PERMITTEE'S INITIALS

NOT A PERMIT

continues.

NOT A PERMIT

PART II

Payment Schedule. The Permittee agrees to pay ___$5,700.00_____in advance of the first use of Premises (e.g. in advance of the first Prep Day). Please make the check payable to : __East Los Angeles College_____

PERMIT FEES ARE BASED ON EIGHT HOUR DAYS:

Site Day(s)	@$_____	x_____ =$
Prep Days(s)	@$_____	x_____ =$
Hold Day(s)	@$_____	x_____ =$
Shoot Day(s)	@$ 5,000.00	x 1 days =$5,000.00
Wrap Day(s)	@$_____	x_____ = $
Storage Day(s)	@$_____	x_____ = $
Overnight storage day(s)	@$_____	x _____ = $

Custodial Hours	@$_____	x____ =$
Security/Sheriff Hours	@$_____	x____ =$
Site Rep	@$ 14 hrs.	x $50 pr. hr. = $700.00
Event Tech	@$_____	x____=$
Parking	@$_____	x____ =$

Overnight charges: $ n/a per day for overnight parking/storage of vehicles and/or equipment when filming at a College.

TOTAL $ 5,700.00

SECURITY DEPOSIT COLLECTED:
$3,500.00

NOT A PERMIT

vb
PERMITTEE'S INITIALS

PART III: STANDARD TERMS AND CONDITIONS

This Permit for Use of Premises ("Agreement") is made and entered into on the above date by and between the Los Angeles Community College District ("LACCD") doing business on behalf of East Los Angeles College, and the above-named Permittee("Permittee"), subject to and on the terms and conditions hereinafter set forth.

1. Grant of Permit. In consideration of the payment of the Permit Fee and the performance of the covenants and conditions contained in this Agreement, LACCD hereby grants to Permittee a non-exclusive temporary permit to use the Permit Area during the Permit Term subject to and on the terms and conditions set forth herein. The Permit granted hereunder should include non-exclusive rights of ingress and egress as reasonably necessary to use the Permit Area, with the path of travel to be determined from time to time in the sole and entire reasonable discretion of LACCD; use of such path of travel shall be limited to ingress and egress only, but for all purposes shall be deemed a part of the Permit Area.

2. Use. Permittee shall have the right to use the Permit Area for the sole purpose of conducting activities related to the production of a motion picture (including feature films, television programming, commercials and other media productions) or still photography, during the Permit Term specified in Part II, and for no other purpose and for no other time without the prior written consent of LACCD, which consent may be granted, withheld or conditioned in the sole and absolute discretion of LACCD. Permittee agrees to use the Permit Area in strict accordance with the terms and conditions set forth herein. Permittee may use only those restrooms and handwashing stations that Permittee has delivered to campus for production staff and actors use. Permittee is responsible to provide all necessary signage with respect to the use of the restrooms. Permittee is to provide all toiletries for any restroom and hand washing stations that it uses and to maintain them in a clean condition on a daily basis. Once Permittee has ceased using the Permit Area for the duration of this Agreement, it will ensure that the restrooms and handwashing stations are safely picked up and removed from the campus immediately. Permittee understands that the operation of the Permittee's activities on the Permit Area are secondary to the LACCD's instructional program and no part of the Permittee's operation shall be disruptive, as reasonably determined by LACCD, to the LACCD's instructional program.

3. Cancellation. (a) Permittee agrees that if Permittee cancels the use of Premises for the Production for any reason at any time later than 72 hours before and up to 48 hours before 7:00am on the first day of the Production Time Frame, Permittee shall pay a cancellation fee of $ 1,250.00 (twenty-five per cent (25%) of the Total Location Fee Due); if the use is cancelled anytime later than 48 hours before and up to 24 hours before 7:00am on the first day of the Production Time Frame, Permittee shall pay a cancellation fee of $2,500.00 (fifty per cent (50%) of the Total Location Fee Due) if the use is cancelled within 24 hours before 7:00am on the first day of the Production Time Frame, Permittee shall pay a cancellation fee of $3,750.00 (seventy-five per cent (75%) of the Total Location Fee Due). If Permittee notifies LACCD of a cancellation later than 8 pm on any day, the notification will be deemed to have been made the following day for purposes of computing the cancellation fee. The parties deem these cancellation fees to be reasonable, given the time, effort, expense and inconvenience for LACCD associated with making Premises available to Permittee and with such a cancellation. Notification of cancellation must be made by the Permittee no later than 8PM the day prior to the day(s) to be cancelled, or Permittee is responsible for the full rate of use fees. Any refunds for advance payments made to the LACCD shall be at it sole discretion. Notification of cancellation shall be made to the Vice President of Administrative Services if such filming occurs on a college campus. LACCD reserves the right to cancel any usage under this Permit as appropriate, which includes but is not limited to violation of Article VIII of the Board Rules and shall include the College need for the facilities for educational purposes. If such cancellation is required, LACCD shall provide Permittee with at least five (5) business days' notice. LACCD reserves the right to immediately cancel this Agreement if Permittee's use of the Permit Area results in any violation of federal, state, local law or LACCD board rule, regulation or policy, which includes but is not limited to Permittee's failure to adhere to the COVID-19 guidelines issued by the State, County and District relating to television and movie productions. This includes but is not limited to respecting appropriate social distancing space arrangements and personal protective equipment procedures. . Permittee also agrees that if the production is cancelled, any agreed upon remodeling or restoration work started by Permitee shall be completed or returned to the original condition at LACCD's election and the LACCD's reasonable satisfaction, including painting, carpentry and/or any other project.

PROOF COPY NOT FOR SIGNATURE

4. Security Deposit. The Permittee may be requested to provide a deposit with a check issued on behalf of the LACCD, as detailed in Part II of the Permit Agreement as security for the performance by Permittee of all terms, covenants and conditions of this Agreement. If Permittee defaults with respect to any provision of this Agreement, including, but not limited to the provisions relating to any payments hereunder, LACCD may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of any overages, fess (including but not limited to Cancellation Fees, Storage fees), damage, loss, injury, repair, restoration, labor, or the like, amounts or any other sums in default, or for the payment of any other amount that LACCD may expend or become obligated to expend by reason of Permittee's default. Said amounts shall be retained by East Los Angeles College and will be deducted from the Security deposit unless Permittee issues a new check for the required amount. If LACCD elects to do so, it shall first give notice to Permittee and give Permittee a reasonable opportunity to cure. If Permittee is in compliance with the covenants and obligations set forth in this Agreement at a time that is thirty (30) days following the time of both the expiration or termination of this Agreement and Permittee's vacation of the Permit Area, LACCD as applicable, shall return the balance of the Security Deposit due to Permittee within ten (10) working days or promptly thereafter to the address listed on the Permit, or to a changed address of which Permittee has notified LACCD in writing. Permittee agrees that, if the refund check is returned as undeliverable or has not been negotiated within 90 days of mailing, the unrefunded amount shall constitute part of the Permit Fee.

5. Permittee's Rights to Materials Produced; Indemnity. All rights of every kind and nature whatsoever in and to all still and motion pictures, photographs and sound recordings made hereunder in connection with use of the Permit Area by Permittee shall be and remain the sole and exclusive property of Permittee; including, without limitation, the perpetual and irrevocable right and permit to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Permittee shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity. The Permittee shall assume all costs arising from the use of copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of its performance under this Agreement, and the Permittee agrees to indemnify and hold harmless and defend the LACCD and its duly authorized representatives from all damages, costs, and expenses in law or equity, for, or on account of, the use of any copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by the Permittee in connection with this Permit. In this regard, the Permittee's attention is particularly directed to the use of copyrighted music. Neither Permittee nor its successors shall be obligated to make any actual use of any production or photography or of any reference to the Permit Area or College in any motion picture production or otherwise. The provisions of this Section 5 shall survive the expiration or earlier termination of this Agreement.

6. College/District Name. Unless the LACCD grants permission for Permittee to do so in writing, Permittee shall not use the name (including, without limitation, signs or logos) of the College or LACCD in the name of its production or in the script, dialogue, photography, publicity or in any of its advertising, and the locations used in the film shall not be identified as belonging to the Los Angeles Community College District. Any use of the LACCD's names or logos shall require prior approval by its Board of Trustees. Unless as agreed to advance otherwise by the parties in writing, Permittee represents and warrants that the name of its production or its script, dialogue, photography, publicity or any of its advertising does not identify the Premises or Permit Area as belonging to the Los Angeles Community College District nor does it utilize the name (including, without limitation, signs or logos) of the College or LACCD without prior permission and in a manner that reflects negatively and derogatorily on the College or LACCD. In the event of a breach by error or mistake by Permittee of the preceding representation and warranty, in a manner that exhibits gross negligence or willful misconduct, the LACCD reserves the right to seek injunctive relief in addition to any other remedy available at law.

7. Participants/Spectators. Permittee shall take reasonable steps to insure that the students, the faculty, and the general public are excluded from the area in which it is filming. Permittee shall obtain releases from any participants outside of those in the employ of Permittee, including the parents of any minors involved, that it intends to incorporate into its photographs and/or recordings. In addition, if Permittee intends to employ students in its filming, Permittee is solely responsible for ensuring that consent is received from such students and any required contract or process for employment or volunteer agreement is handled appropriately by the Permittee. All spectators if allowed by LACCD and Permittee are limited to LACCD designated areas while watching such activities. As a result of COVID-19 guidelines,

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no spectators shall be allowed on campus during this use of the Permit Area.

8. Permittee's Insurance. Permittee shall provide the following insurance: (a)

Commercial General Liability Insurance:
$5,000,000 per occurrence for bodily injury and property damage
$100,000 fire damage
$1,000,000 personal and advertising injury
$3,000,000 general aggregate
$3,000,000 completed operations and products aggregate

(b) Business Automobile Liability Insurance with a minimum combined single limit of $5,000,000.00 per occurrence.

(c) Workers' Compensation Insurance as required by the Labor Code of the State of California, and Employers' Liability Insurance.

LACCD and its Board of Trustees shall be named an additional insured on all insurance, excluding subparagraph (c), and all of said insurance shall be primary and noncontributing with any other insurance available to Permittee (and other applicable entering party) and shall contain a full waiver of subrogation clause. Permittee shall provide evidence of such insurance upon request of LACCD. Permittee shall cause the insurers to notify LACCD in writing of any requests to terminate said insurance or any intention by the insurer to terminate said insurance. LACCD reserves the right to require other coverage on a case-by-case basis (i.e., aviation, excess automobile and watercraft liability with minimum coverages of $5,000,000) or modify its insurance requirements at any time and Permittee shall modify its insurance coverage to conform to the applicable requirements upon receipt of written notice from or LACCD. Permittee shall not do or permit anything to be done in or about the Permit Area or bring or keep anything therein that would affect or increase the existing rate of any fire or other insurance covering the property upon which the Permit Area is located, or that would cause a cancellation of any such insurance policy or any provision thereof.

9. As-Is Condition; Surrender Condition. Permittee accepts the Permit Area 'AS-IS," "WHERE-IS," and "WITH ALL FAULTS" subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of Permit Area, and accepts this Agreement subject thereto and to all matters disclosed thereby. Upon the expiration of this Agreement, or on any earlier termination, Permittee shall surrender the Permit Area to LACCD in the same or better condition as delivered to Permittee, ordinary wear and tear excepted. Permittee, at its sole cost and expense, shall promptly perform and complete any repairs or replacement of any nature or character occasioned or made necessary by reason of the use of the Permit Area by Permittee except for those repairs or replacement due to use of the Permit Area by LACCD.

Condition of Property.

(a) Permittee agrees to leave Premises and all property of any kind located thereon in as good order and condition as they were immediately prior to Permittee's use of Premises, to restore Premises to such condition, and to pay for any injury, damage or loss that may occur in connection with or as a result of the Production or Permittee's use of Premises, including but not limited to use by Producer's agents, employees, independent contractors, and/or any persons invited or coming onto Premises in connection with the Production.

(b) Without detracting from the generality of the above, Permittee specifically agrees to conduct, or to pay LACCD's cleaning people to conduct, a thorough cleaning of the areas of Premises affected by or used in connection with the Production, including sweeping and mopping floors, vacuuming, pick up and raking of exterior, washing surfaces and windows, and general cleaning.

(c) Permittee understands that Premises is a place of business. Permittee will take care and will instruct his crew to take care of the Property, and in conducting or compensating LACCD for repairs or restoration, only qualified persons, in his or her professional field, selected by or acceptable to LACCD will be used.

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(d) Permittee agrees that by the end of the last Shoot Day or Wrap Day, as applicable, Permittee shall remove from Premises all structures, equipment, and material placed thereon by Permittee or by anyone in connection with the Production.

(e) Permittee agrees that if any personal property of the LACCD is to be moved in connection with the Production, photos of the property in exact original position will be taken in advance and used at the conclusion to check that all has been restored to original condition.

16. Additional Cautions and Restrictions Re: Use of Premises. Permission to use college facilities may be granted when the property is not needed for college purposes. No activity shall be inconsistent with the use of the buildings or grounds for college purposes, or interfere with the regular operation or scheduling of college educational programs and activities and shall comply with the restrictions identified herein.

(a) Permittee agrees to provide adequate layout board and other protective floor, lawn, window, staircase railings, carpet and wall coverings, including cable crossings, and to place them under all equipment used inside and outside of the Premises and on areas of heavy foot traffic. Permittee shall cover floors of all areas used for food, including craft service and catering. Permittee shall also cover the driveway, garage and other places vehicles might park to prevent stains. Furniture pads are to be placed on tabletops, work surfaces, countertops and any other fragile surfaces. Bubble wrap shall be used on railings and any sensitive furniture or possessions. Permittee shall be responsible for any and all precautions reasonably necessary to protect Premises and property thereon. Permittee will remove all layout board, paper, tape, bubble wrap and other material or garbage from the Premises at the conclusion of use.

(b) Any painting must have LACCD's prior consent, and if such painting occurs and LACCD wishes to change the color or quality at the conclusion of Production, Permittee will pay for Premises to be re-painted using a painter and paint chosen by LACCD. For every day that passes after the Production Time Frame and until the re-painting is concluded to LACCD's reasonable satisfaction, Permittee shall pay a Wrap Day fee, except that such fees shall not apply to weekdays during which LACCD's desired painter is unavailable to start work.

(c) Permittee agrees to inform all cast and crew that no wandering within Premises is allowed. Crew members caught wandering in Premises may be escorted off the Premises for the remainder of the Production Time Frame. Permittee is responsible to compensate LACCD for any damage or loss caused by disallowed wandering.

(d) No drilling into any surface, nails, double faced tape, water based smoke or dulling spray is/are permitted unless LACCD gives prior written permission. No oil based smoke is permitted at any time. Plumbing and fixtures may not be altered without LACCD's prior written permission.

(e) No smoking is allowed on Premises at any time, unless otherwise designated by the LACCD as a designated "Smoking Area".

(f) LACCD's phones, fax machines or other equipment may not be used without LACCD's permission. LACCD's food may not be eaten unless paid for.

(g) Permittee agrees to bring its own generator for electricity. If Permittee uses LACCD's electricity for anything other than normal houselights and charging of battery packs, Permittee agrees to pay $ .00 per day for electrical use.

(h) Permittee agrees to provide bathrooms for the use of crew and cast; no use of LACCD's

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bathrooms is permitted without LACCD's permission.

(i) No eating or drinking will be allowed inside Premises, unless it is required for a scene to be photographed. If required for a scene, Permittee will undertake all reasonable efforts to protect the property from any damage, including but not limited to stains, odors, fire, tinting, and water damage.

(j) Permittee will notify LACCD in advance if Premises' alarm needs to be reset in connection with the Production.

(k) At the end of every Production day, Permittee will be responsible for picking up all litter, including but not limited to, cigarette butts, water bottles, cans, paper products, etc.)

(l) Permittee shall also comply with the additional general use of Premises requirements identified below:

i. MANAGEMENT AND CONTROL OF FACILITIES. the management, direction, and control of college facilities, which includes determining whether supervision is necessary while college facilities are being used, is assigned to the College President by the Board of Trustees.

ii. JURSIDICTION OF DISTRICT EMPLOYEE. Complete control of facilities is under the jurisdiction of the District's designated employee assigned responsibility for supervising the use of the facility. Such control includes the right to enter District facilities at all times to enforce District rules and regulations.

iii. RE-OPENING PROTOCOL FOR MUSIC, TELEVISION AND FILM PRODUCTION. This document is attached to this Agreement and referenced as APPENDIX J addendum to this Agreement which sets forth relevant County Health Guidelines.

10. Alterations, Additions, or Improvements. Permittee shall neither make nor allow to be made, nor call upon LACCD to make, any decorations, alterations, additions, or improvements to the Permit Area or any part thereof (including, without limitation, painting or attaching any fixtures or signs) during the Term of this Permit Agreement without the prior written consent of LACCD, which consent may be conditioned or withheld in the sole and absolute discretion of LACCD. Any items or mailers used by Permittee on the Permit Area shall be freestanding and shall not be attached to other improvements on the Permit Area unless otherwise agreed to by LACCD in accordance with this paragraph. LACCD discloses and Permittee understands that any alterations, modification, and improvements to the Permit Area may be subject to the approval of the California Division of the State Architect. Any alterations, additions, or improvements without the prior written consent of LACCD shall be construed as a breach of this Agreement. If Permittee makes any alterations, additions, or improvements to the Permit Area without the written consent of LACCD, LACCD shall have the right to restore the Permit Area to the condition the Permit Area was in immediately prior to Permittee's occupancy, and Permittee agrees to reimburse LACCD for its costs incurred thereby within thirty (30) days of Permittee's receipt of LACCD's invoice. The exercise of LACCD's right to restore the Permit Area shall not excuse Permittee's violation of this paragraph nor shall the exercise waive any remedy at law available to LACCD. This paragraph shall survive expiration or earlier termination of this Agreement.

11. Safe and Sanitary Use. Permittee, at its sole cost and expense, shall use the Permit Area in a safe and sanitary manner respecting all COVID-19 safety guidelines issued by the State, County and District. If the Permit Area is part of an operating College, damage, destruction, and excess trash and debris will affect LACCD's ability to conduct the instructional program. Permittee shall not dispose of any material down any drain or into any basin, toilet, bathtub or lavatory or into any storm-drain on the Permit Area. Permittee shall place layout board or other suitable protection (as approved by LACCD) on all floors and paths through which Permittee is moving furniture, props or other equipment and for all other areas of high traffic. Permittee shall report to LACCD any deficiencies in maintenance or condition of the Permit Area. Permittee shall be responsible for and pay for any repairs or replacements or any damage to the

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Permit Area that may occur during the Term hereof and that arises out of or is in any way related to Permittee's use of the Permit Area.

12. Comply with Law. Permittee shall comply at all times during its use and occupancy of the Permit Area with all ordinances, laws, and regulations affecting the use and occupancy thereof, including the maximum occupancy ordinance. Permittee shall not allow the Permit Area to be used for any unlawful purpose, nor shall Permittee cause, maintain, or permit any nuisance in, on, or about the Permit Area. Failure to comply with such federal, state, county, city, local laws, including any COVID-19 guidelines issued, or LACCD board rules or regulations may result in immediate cancellation of the permit without notice to the Permittee.

13. Signs and Posters. Except as provided for herein, Permittee shall not place any signs, posters, or other printed materials on the inside or the outside of the Permit Area or any part of the College without the prior written approval of the LACCD or LACCD's site administrator. Any such materials affixed to City or County owned property without prior approval from the appropriate City or County agency shall be prohibited and shall be deemed a breach of this Agreement. A sign may not state or otherwise suggest District or College endorsement or sponsorship unless prior approval has been granted by the LACCD Board of Trustees in advance.

14. Tobacco, Liquor, Narcotics and Firearms. Permittee shall enforce no smoking in the Permit Area and shall direct such activity to the authorized designated smoking areas on campus. Permittee shall not possess or use of intoxicating liquors or narcotics, no profanity, quarreling or fighting, betting, or other forms of gambling, including a raffle or lottery, and the conduct set forth in Article VIII of Chapter IX of the Board Rules.on LACCD property . The possession and carrying of firearms and weapons of any kind on LACCD property shall be prohibited, except for on-duty peace officers or policemen, unless expressly authorized in writing in advance by LACCD, which authorization and any conditions thereto shall be in its sole and entire discretion, shall be considered on a case-by-case basis, and may be withheld for any reason or no reason whatsoever.

15. Use of Other Equipment; Classrooms. The Permit Fee paid by Permittee is for the use of Permit Area only and does not include the use of any equipment located therein unless expressly identified in this Agreement. If this Agreement expressly includes the use of LACCD's equipment, LACCD does not guarantee the adequacy or the condition of any such equipment and Permittee agrees to accept the use of such equipment on an "as-is" and "where-is" basis, except for any defects that are undiscoverable upon reasonable inspection, and shall notify LACCD of any damage or destruction of such equipment. Permittee shall reimburse LACCD for the replacement value of such equipment if the damage or destruction of such equipment occurs during the Term hereof and arises out of or is in any way related to Permittee's use of the Permit Area. If any classrooms are used, Permittee shall supply the necessary supervision to ensure that they are left in the same condition as found as approved by LACCD. Permittee understands that: (1) College supplies may not be used or touched (including materials on the bulletin board); (2) written material found on chalkboards or dry erase boards may not be removed; (3) furniture that is moved must be restored to its original location; and (4) Permittee may not utilize any portion of the College that is not designated as part of the Permit Area but may use those logical pathways necessary for access to and from the Permit Area.

16. Announcements. Permittee shall post the following statement while conducting the filming authorized by this Permit Agreement.: 'Use of these premises has been granted pursuant to the provisions of Sections 81330, et seq., of the Education Code of the State of California; to [insert the full name of Permittee] from the Board of Education of the Los Angeles Community College District. The Board of Education does not sponsor or take responsibility, nor does it necessarily endorse any of the activities, statements, or opinions which may be expressed at this event, meeting or activity." Permittee shall include the above statement in any and all written material, statements, fliers, publications, etc., relating to activities held in connection with this use.

17. Flammables. Permittee shall obtain the necessary permits from the City or County Fire Department, and shall deliver copies of said permits to LACCD, prior to events utilizing fireworks, open flames, lighted candles, tents, canopies, overhangs, or sides.

18. Emergency Access. Permittee shall ensure that as it pertains to the Permit Area, emergency fire exit pathways shall be a continuous and unobstructed means of egress to a public way and exit

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doors shall remain unlocked during all hours of operation.

19. Other Structures; Power and Utility Sources and Electrical Cables; Elevators. Permittee shall provide its own electrical energy, heat, ventilation, air-conditioning, light, water, telephone and other utilities to be used by Permittee. If Permittee uses the College's utilities, Permitee will be charged additional fees. All utilities brought to the Permit Area shall be used in compliance with all applicable laws. All power and utility equipment, electrical cords and cables shall be in good and safe condition with no exposed or live parts (i.e., not frayed). Any cord or cables lying across an aisle way shall be properly bundled and covered and shall not lie across vehicle pathways. Power sources for concession stands shall be isolated from contact with the general public by use of fencing, guardrails or enclosures. All electrical equipment installation and operation shall be governed by the regulations contained in the latest edition of the National Electrical Code (NEC) unless otherwise approved by local officials having jurisdiction there over, which approval shall be recorded in writing and attached to all permits. Copies of all permits shall be delivered to LACCD prior to the commencement of this Agreement. Permittee shall not (i) open any access doors, electrical panels, electric switches, switch plates, electric pull boxes, manholes or mechanical enclosures, (ii) permanently cover or conceal any of the foregoing, or (iii) reset, adjust, recalibrate, modify, connect or disconnect any switches, electrical wiring, controls, valves, conduits, ducts, electrical or mechanical equipment or fixtures, doors or window assemblies, plumbing supply, vent, or waste lines, locks, fire protection equipment or decorative assemblies. Permittee shall not use any elevator without the prior written permission of LACCD, the Principal or Permittee's site administrator. In any event, any use of elevators shall be under the supervision of the site administrator or building engineer and Permittee shall place protective pads in all elevators used to move any furniture, props or other equipment.

20. Waiver; Indemnity.

(a) LACCD shall not be liable for and Permittee hereby waives all claims against LACCD for damage to any property or injury, illness, or death of any person in, upon or about the Permit Area arising in any way due to, in Connection with, or related to, directly or indirectly, the use of the Permit Area by Permittee, Permittee's employees, agents, invitees, or contractors, except as provided for herein. LACCD and Permittee hereby agree and acknowledge that the relationship between LACCD and Permittee is solely a facilities use contractual permittee relationship and not a principal/agent/joint venture/partner relationship or any other relationship. Permittee is acting on its own behalf in using the Permit Area (for the purposes described herein or for any other purpose(s) that may occur) and is not operating as an agent of LACCD, its colleges or as part of LACCD's or its college's operations. The provisions of this Section 20(a) shall not apply to the extent that all or part of the Liabilities (as defined below) is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of LACCD's obligations under this Agreement.

(b) To the fullest extent permitted by law, Permittee shall indemnify, defend, and protect LACCD, LACCD's Board of Trustees , and their respective officers, directors, other members, partners, employees, agents, and independent consultants (singularly, "Indemnified Party"; collectively, "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable outside attorneys' fees) incurred in connection with or arising from any cause (i) any default by Permittee in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Permittee's part to be observed or performed; (ii) the use, occupancy or control of the Permit Area by Permittee or any authorized person claiming by, through, or under Permittee, Permittee's employees, agents, contractors, permittees directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the Permit Area during the Term of this Agreement (singularly, "Liability"; collectively, "Liabilities"), and (iii) any claim by a third party that LACCD is responsible for any actions by Permittee in connection with any use or occupancy of the Permit Area or in any way related to this Agreement; and (iv) any claim by a third party for Permittee's failure to obtain a release pursuant to Paragraph 7 of this Agreement. The provisions of this Section 20(b) shall not apply to the extent that all or part of the Liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of LACCD's obligations under this Agreement.

21. Hazardous Materials. Permittee shall not cause or permit any hazardous material, as defined below, to be brought, kept, or used in or about the Permit Area by Permittee or its agents, employees, contractors, or invitees in violation of said Environmental Laws. At LACCD's request, Permittee shall provide any and all material safety data sheets for any materials or products that Permittee brings

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onto or uses on the Permit Area. Permittee shall not service, fuel or re-fuel any vehicle or equipment on the Permit Area. Permittee agrees to indemnify, defend (by counsel approved by LACCD), and hold LACCD harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including without diminution in value of the College and sums paid in settlement of claims, attorneys' fees, consultant fees, and experts' fees) which arise during or after the Term of this Agreement as a result of Permittee's breach of this provision. As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state, and local laws, ordinances, court orders and administrative directives, rules, and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water, or groundwater. The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

22. Security. LACCD makes no representations or warranties regarding the safety or security of the Permit Area. LACCD shall not provide, supervise, or furnish personnel in connection with personal safety and security of Permittee's employees, invitees, customers, or other persons within and about the Permit Area. Notwithstanding the foregoing, LACCD shall have the right to employ security guards for the activities contemplated by this Agreement and charge Permittee for the reasonable cost of such services. LACCD shall have the right to call in the law enforcement at any time LACCD feels it is necessary for the protection of the Permit Area or the safety or security of persons within and about the Permit Area. If Permittee stores equipment or property on the Premises, Permittee assumes all responsibility to secure its equipment and/or property from the risk of theft, vandalism or loss. Permittee will hold East Los Angeles College and the Los Angeles Community College District harmless should such property theft or damage occur as a result of security issues. Permittee agrees that East Los Angeles College and the Los Angeles Community College District assumes no responsibility for any vehicle or its contents while it is operated or parked on campus property.

23. Assignment. Permittee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Permittee's interest in this Agreement or in the Permit Area, and any attempt to do so shall be automatically null and void. Notwithstanding the foregoing, Permittee will have the right to freely assign (i) this Agreement and any of the rights granted herein to any parent, subsidiary or affiliate of Permittee and (ii) the rights granted within Paragraph 5 in the normal course of business.

24. Default by Permittee. If Permittee fails to perform, fulfill or observe any of the terms, covenants or conditions of this Agreement, LACCD shall give Permittee written notice of such non-compliance. If within 24 hours of Permittee's receipt of such notice, Permittee has not commenced to cure such non-compliance and within 72 hours from Permittee's receipt of such notice, Permittee has not completely cured such default, then Permittee shall be in default of this Agreement. The 72 hour cure period may be extended in the sole and absolute discretion of LACCD. In the event of Permittee's default hereunder, LACCD may terminate this Agreement whereupon the Term of this Agreement shall expire, and Permittee shall quit and surrender the Permit Area to LACCD. It is further agreed that in no event shall the time within which a default may be cured hereunder extend beyond 72 hours from Permittee's receipt of such notice except as granted, in writing, by LACCD. If a default shall be made under any provision of this Agreement, LACCD may reenter the Permit Area, take possession thereof, and remove all persons therefrom. If Permittee breaches any covenant, obligation, requirement, or condition set forth in this Agreement, so long as Permittee continues to occupy the Permit Area, in addition to any and all remedies available to LACCD at law, Permittee hereby agrees that LACCD shall have the right to file an unlawful detainer action to recover possession of the Permit Area pursuant to the California unlawful detainer statutory scheme, as amended from time to time, and Permittee hereby waives the right to object to LACCD's use of the unlawful detainer procedure on the basis that its real property interest in the Permit Area is a permit and not a lease. Notwithstanding anything herein to the contrary, LACCD shall have the right to cancel and terminate this Agreement, immediately and without notice, upon the discovery of a violation of any term, condition, or provision of this Agreement on the part of the Permittee that may in LACCD's sole discretion, jeopardize the health, safety, or welfare of the Permit Area or the occupants thereof. Notwithstanding anything to the contrary contained herein, LACCD shall have no right to enjoin or restrain the exhibition, distribution, advertising, exploitation and/or marketing of the production as a result of a default by Permittee under this Agreement; provided, however, the foregoing limitation shall in no way restrict, diminish or impair LACCD's right to seek monetary damages of any kind for any default by Permittee of any of the terms and provisions of this Permit, any such right to monetary damage hereby being hereby expressly reserved by LACCD.

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25. Natural Disaster; Civil Unrest. Permittee agrees that an the event of fire or other casualty, circumstances related to natural disasters or civil unrest, or requirements of governmental or quasi-governmental agency may necessitate the termination of this Agreement. If the Permit Area is determined to be structurally or mechanically unsound or to pose a danger to occupants in LACCD's sole and absolute discretion, or if access to the facility is required for use by LACCD pursuant to any such circumstances or in order to make necessary or advisable repairs, this Agreement shall be terminable immediately upon delivery of written notice to Permittee. In the event this Agreement is terminated pursuant to this provision, Permittee shall be entitled to the refund of that portion of the Permit Fee applicable to the period that the Permit Area is not available for use by Permittee. PERMITTEE SHALL NOT BE ENTITLED TO ANY REIMBURSEMENT OR OTHER RECOURSE FOR ANY LOSS OR DAMAGES INCURRED AS THE RESULT OF THE TERMINATION OF THIS AGREEMENT PURSUANT TO THIS PROVISION. LACCD shall make good faith efforts to reschedule the production activities under the same terms and conditions if the Agreement is terminated due to this Section 25.

26. Severability; Section Headings. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The section and paragraph headings in this Agreement are for the purpose of convenience and heading only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction, or meaning of the provisions hereof.

27. Time of Essence. TIME IS OF THE ESSENCE OF ALL OBLIGATIONS OF THE PARTIES HEREUNDER.

28. Entire Agreement. All prior understandings and agreements between the parties are merged within this Agreement, including and incorporating the recitals contained hereinabove, which alone fully and completely sets forth the understanding of the parties.

29. Modification or Amendment. This Agreement may not be altered, modified, amended, waived or terminated orally or in any manner other than by written agreement signed by the party against whom enforcement of such alteration, modification, amendment, waiver or termination is sought.

30. Attorney's Fees Provision. If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, each party shall bear its own attorneys' fees and costs of which party prevails.

31. Absence of Waiver. No waiver by LACCD or Permittee of any provision hereof shall be deemed to be waiver of any other provision hereof or of any subsequent breach by LACCD or Permittee of the same or any other provision.

32. LACCD's Right of Entry. LACCD and LACCD's agents shall have the right to enter upon the Permit Area at reasonable times for the purpose of inspecting same and in making such alterations, repairs, improvements, or additions to the Permit Area as LACCD may deem necessary or desirable, to protect any and all rights of LACCD and to post such reasonable notices as LACCD may desire to protect LACCD's rights, provided that LACCD will not unreasonably interfere with the production activities.

33. Facsimile or Electronic Transmission. Any executed copies of this Agreement and all related documents may be executed and delivered by facsimile or electronic, (including scanned documents), transmission. The recipient of said transmission shall consider such delivery as delivery of the originally executed document. All parties to this Agreement hereby warrant and represent that any document which they deliver by facsimile or electronic, (including scanned documents), transmission shall be a true and correct copy of the original document. All parties hereby agree that when delivery of a document is effected by a facsimile or electronic, (including scanned documents), transmission, the transmitting party's signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered.

34. Representations; Warranties, District Authority. Each party, by their respective signatures below, represents to the other party that it has full power and authority to execute this Agreement and grant the rights contained herein without the consent of any other party and the Agreement shall be binding upon the parties hereto. The Chancellor, Deputy Chancellor, Director of Business Services, Contracts Manager, Chief Facilities Executive, Director of Facilities Planning and Development, College President or Vice President of Administrative Services has delegated authority from LACCD Board of Trustees to bind the LACCD contractually. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all

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performances in accordance with this Agreement.

35. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California This Permit is issued in accordance with the provisions of the Education Code of the State of California. Any legal action, claim or proceeding shall be brought in a competent court of jurisdiction, County of Los Angeles, State of California.

36. Board Authorization. The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees. If sought, renewal of this Agreement shall not exceed five (5) years in total length.

37. Notices. All notices required by this Agreement shall be in writing and delivered to the addresses set forth as follows:

If to LACCD/or College: _____

_____

_____

If to Permittee: _____

All notices shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, facsimile (upon electronic confirmation of good transmission by the sending telecopier and a hard copy deposited in the U.S. Mail within two (2) days of transmission), or sent by U.S. registered or certified mail, return receipt requested, postage prepaid. LACCD and Permittee agree that notices may be given hereunder by the parties' respective legal counsel and that, if any communication is to be given hereunder by LACCD's or Permittee's counsel, such counsel may communicate directly with all principals so long as a copy is provided to principals' legal counsel.

IN WITNESS WHEREOF, the LACCD and the Permittee have executed this Permit as of the date set forth above.

LACCD

LOS ANGELES COMMUNITY COLLEGE DISTRICT

Date:

By: _____
Name: Myeshia Armstrong
Title: VP Administrative Services
East Los Angeles College

PERMITEE

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Date:

By: _____

Name: Valerie Bush

Title: Production Manager

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